

FILED *AS*

JUL 25 2007

STATE BAR COURT CLERK'S OFFICE
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ROSEMARY GREENLAW
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Specially Appearing, Pro Se

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THE STATE BAR COURT
HEARING DEPARTMENT – SAN FRANCISCO

In the Matter of)	Case No. 05-O-03255-LMA
)	
Rosemary Greenlaw,)	RESPONSE
No 166102,)	
)	
A Member of the State Bar.)	
)	
)	

In the Matter of ROSEMARY GREENLAW, by special appearance and without waiving any jurisdictional rights, the following is provided in response to the Notice of Disciplinary Charges:

Service of Process - Lack of Personal Jurisdiction

1. Rosemary Greenlaw does not waive her right to issues of lack of personal jurisdiction, inadequacy of process, or inadequacy of service of process; see C.C.P. § 418.10(e)(1). The Notice of Disciplinary Charges has not been served on Rosemary Greenlaw and she objects on the ground of lack of jurisdiction of the Court, due to this lack of service.

General Denial

2. Without waiving jurisdiction, as stated in paragraph 1, Rosemary Greenlaw generally denies each and every allegation in The Notice of Disciplinary Charges.

Affirmative Defenses

3. Without waiving jurisdiction, as stated in paragraph 1, Rosemary Greenlaw states the following facts as separate and affirmative defenses to each and every allegation in The Notice of Disciplinary Charges:
4. Verne Robinson had received a ninety (90) day notice terminating tenancy from his landlord, dated February 8, 2004, as demolition and development was planned for the property occupied by Verne Robinson at 203 ½ Granada Drive, Mountain View, CA 94043. Verne Robinson decided to stop paying his rent, in order to accumulate funds needed to obtain a new abode, and therefore he was served with a 3-day notice to pay rent or quit and an unlawful detainer action was filed against him on 8 March 2004, in Santa Clara Superior Court Case No. 1-04-CV-015595.
5. Verne Robinson signed and acknowledged the terms of the Representation and Fee Agreement with Rosemary Greenlaw on 3/12/2004. Of note are the terms regarding the retainer and fees stating "It is common for the total fee to exceed the retainer by a substantial sum." Also of note are those terms regarding legal services statement(s) "Unless you mail to me a written objection to the legal services statement, within twenty (20) days of mailing, the statement and all charges therein shall be deemed acceptable by you." Verne Robinson failed to pay the full cost of filing his Answer in Superior Court and has yet to pay the outstanding fees for representation in that matter; to date Rosemary Greenlaw received only \$498 credited from Verne Robinson for the extensive services rendered to him. Verne Robinson never mailed any written objection to the legal services statements to Rosemary Greenlaw.
6. Verne Robinson had other legal issues that he asked Ms. Greenlaw to review; copies of those records were provided to Deputy Trial Counsel on 9 January 2007. Verne Robinson has not paid Rosemary Greenlaw for those services.

- 1 7. In discussions regarding payment for services, Verne Robinson sent an email
2 stating that Ms. Greenlaw could keep \$500 (100%) if the return was \$500 or less.
3 Although other issues were involved besides the unlawful detainer action, this
4 showed Verne Robinson's intent to pay Rosemary Greenlaw's fees from other
5 sources.
- 6 8. Verne Robinson refused to sign a Substitution of Attorney that was sent to him on
7 22 March 2004, therefore Rosemary Greenlaw continued as attorney of record in
8 the unlawful detainer case. Pursuant to the terms of a stipulated judgment, filed on
9 29 March 2004, Verne Robinson was to vacate the premises on 1 June 2004.
10 Verne Robinson was informed that he would have to provide a forwarding address
11 if he wanted his security deposit forwarded to him; no such address was ever
12 provided by Verne Robinson to the landlord/Plaintiff, landlord's counsel, or
13 Rosemary Greenlaw.
- 14 9. Verne Robinson told Rosemary Greenlaw to apply the \$500 deposit to his
15 outstanding bill for services rendered. Rosemary Greenlaw sent an accounting to
16 Verne Robinson's old address on 06/21/2004; no objection was received from
17 Verne Robinson and that mailed was never returned to sender (Rosemary
18 Greenlaw).
- 19 10. Rosemary Greenlaw contacted the United States Postal Service (USPS), requesting
20 a forwarding address for Verne Robinson. The postal service provided a new
21 address, which they date stamped AUG 10 2004.
- 22 11. Ms. Greenlaw fulfilled all of her obligations pursuant to the Representation and
23 Fee Agreement, with her services to Mr. Robinson, including vacating the
24 judgment previously entered against Mr. Robinson and obtained a final dismissal,
25 with prejudice, on 22 July 2004. A final legal services statement was sent to
26 Verne Robinson (both to his old address and to the forwarding address provided
27 by the USPS) on 19 August 2004, crediting the security deposit of \$500, leaving a
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1 remaining balance of \$162. As no objection was received from Verne Robinson,
2 pursuant to the Representation and Fee Agreement, the statement and all charges
3 therein were deemed acceptable to Verne Robinson. Neither mailing to either
4 Verne Robinson's old address, nor the forwarding address, were ever returned to
5 sender (Rosemary Greenlaw).

- 6 12. Verne Robinson never contacted Rosemary Greenlaw, but instead waited
7 approximately one year and sent his complaint to The State Bar of California,
8 resulting in this action.
- 9 13. Immediately, upon being provided with a correct address for Verne Robinson, by
10 The State Bar of California, the \$500 being held in trust, was promptly disbursed
11 to Verne Robinson (cash/cleared on 01/12/2006).
- 12 14. Should Verne Robinson have objections to any charges or credits or services
13 detailed on any of the statements, a fee arbitration process is available.
- 14 15. Rosemary Greenlaw believes that she has complied, to the best of her ability, with
15 the Rules of Professional Conduct and that Rule 4-100(a)(2) is applicable in this
16 case, not Rule 4-100(b)(4).
- 17 16. In mitigation of the charges alleged, Rosemary Greenlaw updated her
18 Representation and Fee Agreement, to ensure that complaints will not occur in the
19 future; a sample of that agreement was offered to The State Bar of California
20 Office of Trial Counsel.

21 **Request for Judicial Notice**

- 22 17. It is requested that this Court take judicial notice of:
- 23 18. The numerous complaints made to The State Bar of California, against other
24 licensed attorneys, by the complainant in this matter, Mr. Verne Robinson;
- 25 19. That Complainant Verne Robinson filed for Chapter 7 Bankruptcy protection on
26 04/30/2004; Northern District of California, in San Jose, Case No. 04-52735. He
27 falsely stated on his expense form that he was paying \$1,300 per month for rent.
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1 Pursuant to the agreement in the unlawful detainer case (filed on 03/29/2004, in
2 Santa Clara Superior Court Case No. 1-04-CV-015595), he did not pay any rent for
3 March, April, or May of 2004. In addition, he deliberately failed to disclose the
4 unlawful detainer action on the financial statement he filed in the bankruptcy case.
5 Moreover, Verne Robinson did not list Rosemary Greenlaw as a creditor in the
6 bankruptcy matter; and,

- 7 20. On 10/27/2004, Santa Clara Superior Court Case No. 1-04-CV-029489 was filed
8 against Verne Robinson, involving his fraud in obtaining/registering domain
9 names. Although Verne Robinson had vacated the premises that were subject to
10 the unlawful detainer action, on or about 06/01/2004, Verne Robinson filed an
11 Answer in this new action on 02/08/2005, using the address of 203 1/2 Granada
12 Drive, Mountain View, CA 94043 (an address that had been invalid for more than
13 eight months); no other or valid contact information was provided. Verne
14 Robinson continued to use his old, invalid address on all pleadings that he filed;
15 that court file contains numerous notices that were returned by the USPS as
16 undeliverable to Verne Robinson. In addition, that file contains a copy of a letter
17 provided by Verne Robinson, of his complaint to the State Bar regarding plaintiff's
18 attorney (Damien P. Lillis) in the case.

19 DATED: 24 July 2007

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21 ROSEMARY GREENLAW
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1 PROOF OF SERVICE

2 [C.C.P. §1013a]

3 I am over the age of 18 years. My business address is 825 Villa Avenue, San Jose,
4 California. I declare, under penalty of perjury under the laws of the State of California, that
5 the following is true and correct:
6

7 On 24 July 2007, I transmitted and/or mailed a true copy or originals of the document:
8

9 RESPONSE


10 to:

11 The State Bar of California
12 Attn: Manuel Jimenez
13 Assigned Deputy Trial Counsel
14 180 Howard Street
15 San Francisco, CA 94105
16 Telephone: (415) 538-2288
17 Courtesy Copy VIA FAX: (415) 538-2284

18 State Bar Court
19 Attn: Laine Silber
20 Assigned Case Administrator
21 180 Howard Street, 6th Floor
22 San Francisco, CA 94105
23 (415) 538-2081
24 Courtesy Copy VIA FAX: (415) 538-2043

25 Executed on 24 July 2007

26 BY:

27 
28 RAMONA REICHL